

EXHIBIT 39

Evan N. Parrott

From: Joe Poore <joe.poore@gemmining.com>
Sent: Friday, August 4, 2023 3:35 PM
To: Adam Sullivan
Cc: Todd DuChene; John Warren
Subject: RE: [External]GEM MSA Communication

Adam,

Confirming receipt of your email below giving notice to GEM Mining 1 & 4 LLC that you are ceasing hosting operations effective September 30, 2023.

The Master Service Agreement dated July 9, 2021 between Core Scientific Inc. and GEM Mining 4 LLC and the Master Service Agreement dated February 5, 2021 between Core Scientific Inc. and GEM Mining 1 LLC contain identical provisions related to Term, Termination, Modification and Suspension. The provisions are in Section 4 of each Master Service Agreement respectively. The Master Service Agreements allow for termination in the following circumstances:

1. Section 4.b. – Either party may terminate if the other party commits a material breach and fails to cure the breach within the permitted cure period.
2. Section 4.c.- Either party may terminate the Agreement if no Orders have been in effect for 12 consecutive months.
3. Section 4.e.- Core may terminate provision of Services if Core determines that the Client (GEM 1, GEM 4, respectively):
 - a. Adversely impacts or poses a security risk to Company's operation or maintenance of Company Facility or Company's other clients.
 - b. May subject Core to liability
 - c. Is not in compliance with the Agreement or Company's policies.
4. Section 4.h. Core may terminate the Agreement if necessary to be in compliance with applicable law, rules, regulations, administrative or judicial orders or decree.

Each of the termination provisions noted above includes a requirement that Core provide notice to GEM 1 and GEM 4 respectively of any termination and the reason for termination.

Additionally, the Orders noted in your correspondence below, Amended & Restated Order 8 for GEM Mining 1 LLC and Order 1 for GEM Mining 4 LLC, provide the ability to terminate the contract i) by Provider (Core Scientific, Inc.) if all units are not delivered within 60 days of Estimated Delivery Date, ii) by mutual agreement of the Parties or iii) pursuant to Section 4 of the Agreement which I have outlined above.

As of today, August 4th, 2023 Core Scientific has not provided notice to GEM Mining 1 LLC or GEM Mining 4 LLC of any material breach of the Agreements or failure to comply with the Agreements. We request that you provide notice of any breach or failure to comply with the Agreements by Tuesday August 8th, 2023 so that GEM Mining 1 and 4, respectively, will have the opportunity to confirm or deny any alleged breach or failure to comply and have sufficient time to exercise cure periods provided for in the Agreement, if applicable.

Best regards,
Joe

From: Adam Sullivan <asullivan@corescientific.com>
Sent: Friday, July 28, 2023 4:08 PM

To: John Warren <jw@gemmining.com>; Joe Poore <joe.poore@gemmining.com>

Cc: Todd DuChene <tduchene@corescientific.com>

Subject: [External]GEM MSA Communication

John, Joe,

We have reviewed your proposal (collectively, the “GEM Proposal”) with respect to (i) Amended and Restated Order 8 pursuant to the Master Services Agreement (“GEM 1 MSA”) dated February 5, 2021, by and between GEM Mining 1 LLC (“GEM 1”) and Core Scientific, Inc. (“Core Scientific”); (ii) Order 1 pursuant to Master Services Agreement (“GEM 4 MSA” and collectively with the GEM 1 MSA (“GEM MSAs”)) dated July 9, 2021, by and between GEM 4 LLC (“GEM 4”) and Core Scientific, and (iii) your request to enter into a new Master Services Agreement with GEM 2 LLC, and have determined that acceptance of the GEM Proposal is not in the best interest of Core Scientific, Inc. or its constituents. Accordingly, Core Scientific rejects the GEM Proposal and withdraws and revokes Core Scientific’s previous proposal provided to your counsel by way of email dated June 22, 2023, from Alfredo Perez, counsel to Core Scientific, to Evan Parrott, counsel to the various GEM Mining entities.

In addition, we hereby inform you that effective September 30, 2023, Core intends to cease hosting operations on behalf of Gem 1 and Gem 4 and hereby terminates GEM 1 MSA and GEM 4 MSA, each Order issued thereunder, and any and all Services performed or to be performed thereunder, including without limitation Order 8 under the GEM 1 MSA and Order 1 under the GEM 4 MSA. As soon as practical following the termination date and the power down of your miners, actual power costs incurred for September will be calculated and any September invoice overpayment will be returned to you.

Core Scientific intends to seek Bankruptcy Court approval of Core Scientific’s rejection of the GEM MSAs effective as of September 30, 2023.

Best,

Adam



ADAM SULLIVAN

PRESIDENT

Core Scientific

(585) 259-0446

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